

ARTICLE VI

ADDITIONAL AGREEMENTS

VI.1 Access to Information; Confidentiality.

(a) TeleCorp agrees that, during the period commencing on the date hereof and ending on earlier to occur of the termination of this Agreement in accordance with Article VIII or the Closing Date (in either case, the "Interim Period"), (i) it will give or cause to be given to Tritel and its counsel, financial advisors, auditors and other authorized representatives (collectively, "Representatives") such access, during normal business hours and upon reasonable advance notice, to the plants, properties, books and records of TeleCorp and its Subsidiaries as Tritel may from time to time reasonably request; provided, however, that TeleCorp shall have the right to have a representative present at all such times, (ii) it will furnish or cause to be furnished to Tritel and its Representatives such financial and operating data and other information as Tritel may from time to time reasonably request, and (iii) it will provide Tritel and its Representatives such access to the representatives, officers and employees of TeleCorp and its Subsidiaries as Tritel may reasonably request; provided, that all requests for information, to visit plants or facilities or to interview employees shall be directed to the Chief Financial Officer of TeleCorp or such other Person as he shall designate. Tritel agrees that it will, and will cause its Representatives to, continue to treat all information so obtained from TeleCorp as "Evaluation Material" under the Letter Agreement entered into between TeleCorp and Tritel dated as of February 24, 2000 (the "Confidentiality Agreement"), and will continue to honor its obligations thereunder and that, if requested by TeleCorp, it will cause any of its Representatives so requested to enter into a written agreement acknowledging the terms of the Confidentiality Agreement and agreeing to be bound thereby.

(b) Tritel agrees that, during the Interim Period: (i) it will give or cause to be given to TeleCorp and its Representatives such access, during normal business hours and upon reasonable advance notice, to the plants, properties, books and records of Tritel and its Subsidiaries as Tritel may from time to time reasonably request; provided, however, that Tritel shall have the right to have a representative present at all such times, (ii) it will furnish or cause to be furnished to TeleCorp and its Representatives such financial and operating data and other information as TeleCorp may from time to time reasonably request, and (iii) it will provide TeleCorp and its Representatives such access to the representatives, officers and employees of Tritel and its Subsidiaries as TeleCorp may reasonably request; provided, that all requests for information, to visit plants or facilities or to interview employees shall be directed to the Chief Financial Officer of Tritel or such other Person as he shall designate. TeleCorp agrees that it will, and will cause its Representatives to, continue to treat all information so obtained from Tritel as "Evaluation Material" under the Confidentiality Agreement, and will continue to honor its obligations thereunder and that, if requested by Tritel, it will cause any of its Representatives so requested to enter into a written agreement acknowledging the terms of the Confidentiality Agreement and agreeing to be bound thereby.

(c) Each of TeleCorp and Tritel agrees that, during the Interim Period: (i) it will give or cause to be given to AT&T and its Representatives such access, during normal business hours and upon reasonable advance notice, to the plants, properties, books and records of it and its Subsidiaries as AT&T may from time to time reasonably request; provided, however, that TeleCorp or Tritel, as applicable, shall have the right to have a representative present at all such times; (ii) it will furnish or cause to be furnished to AT&T and its Representatives such financial and operating data and other information as AT&T may from time to time reasonably request; and (iii) it will provide AT&T and its Representatives such access to the representatives, officers

and employees of TeleCorp and Tritel and their respective Subsidiaries as AT&T may reasonably request provided that all requests for information to visit plants or facilities or to interview employees shall be directed to the Chief Financial Officer of Tritel or TeleCorp, as applicable, or to such other person as such Chief Financial Officer shall designate. AT&T agrees that it will, and will cause its Representatives to, continue to treat all information so obtained from Tritel or TeleCorp, as applicable, as confidential under the confidentiality provisions of its stockholders agreement with Tritel or TeleCorp, as applicable, and after the Effective Time with the Holding Company, and will continue to honor its obligations thereunder.

VI.2 Conduct of Business Pending the Closing Date.

(a) TeleCorp agrees with Tritel that, except as permitted, required or contemplated by this Agreement, as described on Schedule B hereto, as described in reasonable detail on Schedule 6.2(a) or as otherwise consented to in writing by Tritel (which consent shall not be unreasonably withheld or delayed), during the Interim Period:

(i) it shall cause its business to be conducted only in the Ordinary Course of Business provided, however, that no action by TeleCorp or any of its Subsidiaries with respect to matters specifically addressed by any other provision of this Section 6.2(a) shall be deemed a breach of this clause (i) unless such action would constitute a breach of one or more of such other provisions;

(ii) it will use all commercially reasonable efforts to preserve substantially intact its business organization, to keep available the services of its employees and to preserve the current relationships with its customers, suppliers and other persons with which it has significant business relations;

(iii) it shall not, and shall not permit any of its Subsidiaries to:

(A) amend its Certificate of Incorporation or By-laws or other equivalent organizational document

(B) merge or consolidate, or obligate itself to do so, with or into any other entity;

(C) issue or sell any shares of its capital stock or other equity interests in or securities convertible into or exchangeable for such shares or equity interests, or sell or transfer any assets, except for the exercise of outstanding options or convertible securities, sales of assets in the Ordinary Course of Business, other asset sales for consideration aggregating not more than \$25,000,000 in the aggregate, the issuance of up to 1,000,000 shares of TeleCorp Class A Voting Common Stock in acquisition transactions, and the granting of stock options to purchase Shares of Class A TeleCorp Common Stock to employees, and no more than 25% of such options being granted to employees who are in a category of senior vice president or higher, in an aggregate amount not to exceed options to purchase more than 2 million shares of Class A TeleCorp Common Stock, with an exercise price not less than the average closing bid price of the TeleCorp Common Stock for the five trading days prior to the date hereof and with a 4 year vesting schedule (with 50% vesting in equal installment over such 4 year period and 50% vesting at the end of such 4 year period);

(D) split, combine or reclassify any outstanding shares of its capital stock;

(E) declare, set aside, make or pay any dividend (other than dividends by Subsidiaries of TeleCorp to wholly owned Subsidiaries of TeleCorp or to TeleCorp) or other distribution, payable in stock, property or otherwise, with

respect to any of its capital stock except in the Ordinary Course of Business or redeem, purchase or otherwise acquire or offer to redeem, purchase or otherwise acquire any shares of its capital stock except the acquisition, redemption or repurchase of capital stock pursuant to existing arrangements;

(F) establish or materially increase any bonus, insurance, severance, deferred compensation, pension, retirement, profit sharing, stock option (including, without limitation, the granting of stock options, stock appreciation rights, performance awards, or restricted stock awards), stock purchase or other employee benefit plan, or otherwise increase the compensation payable or to become payable to any of its officers or key employees or those of any Subsidiary, except in the Ordinary Course of Business, as permitted under sub-clause (C) above or as may be required to comply with applicable law or existing contractual arrangements;

(G) enter into any employment or severance agreement with any of its employees or establish, adopt or enter into any collective bargaining agreement, except in the Ordinary Course of Business or as may be required by applicable law or existing contractual arrangements;

(H) acquire (including, without limitation, by merger, consolidation or acquisition of stock or assets) any corporation, partnership, limited liability company, other business organization or any division thereof for consideration in excess of \$50,000,000 in the aggregate or with capital stock other than in accordance with the exception to sub-clause (C) above or enter into any joint venture;

(I) assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person, or make any loans or advances, except in the Ordinary Course of Business and except in connection with transaction permitted by clause (M) below;

(J) make any capital expenditures that are not provided for in the capital expenditure budget previously provided to Tritel aggregating in excess of \$25,000,000;

(K) make a purchase commitment inconsistent with past practice or materially in excess of the normal, ordinary and usual requirements;

(L) change accounting methods, principles or practices, except insofar as may be required by a change in GAAP;

(M) incur any indebtedness for borrowed money other than (i) indebtedness incurred pursuant to credit facilities in effect on the date hereof, (ii) additional unsecured indebtedness in an aggregate amount not to exceed \$100,000,000, (iii) sale-leaseback transactions for tower facilities and (iv) indebtedness assumed pursuant to acquisition transactions permitted by clause (H) above, or mortgage or pledge any of its property or assets relating to its business or subject any such assets to any material encumbrance other than (i) Permitted Encumbrances and (ii) in connection with indebtedness permitted to be incurred pursuant to this clause (M);

(N) sell, assign, transfer or license any TeleCorp Intellectual Property Rights, except in the Ordinary Course of Business;

(O) enter into, amend, terminate, take or omit to take any action that would constitute a material violation of or default under, or waive any material rights under, any TeleCorp Material Contract;

(P) take any action or fail to take any reasonable action permitted by this Agreement if such action or failure to take action would result in (x) any of its representations and warranties set forth in this Agreement becoming untrue in any material respect or (y) any of the conditions to the Closing set forth in Article VII of this Agreement not being satisfied;

(Q) take any action or fail to take any action that would prevent the Mergers and the Contribution from constituting a tax-free transaction within the meaning of Section 351 of the Code or that would cause either Merger to fail to qualify as a tax-free reorganization under Section 368(a) of the Code; or

(R) enter into or amend any contract, agreement, commitment or arrangement with respect to any matter otherwise prohibited by this Section 6.2(a).

(b) Tritel agrees with TeleCorp that, except as permitted, required or contemplated by this Agreement, as described on Schedule B hereto, as described in reasonable detail on Schedule 6.2(b) or as otherwise consented to in writing by TeleCorp (which consent shall not be unreasonably withheld or delayed), during the Interim Period:

(i) it shall cause its business to be conducted only in the Ordinary Course of Business provided, however, that no action by Tritel or any of its Subsidiaries with respect to matters specifically addressed by any other provision of this Section 6.2(b) shall be deemed a breach of this clause (i) unless such action would constitute a breach of one or more such other provisions;

(ii) it will use all commercially reasonable efforts to preserve substantially intact its business organization, to keep available the services of its employees and to preserve the current relationships with its customers, suppliers and other persons with which it has significant business relations;

(iii) it shall not, and shall not permit any of its Subsidiaries to:

(A) amend its Certificate of Incorporation or By-laws or other equivalent organizational document

(B) merge or consolidate, or obligate itself to do so, with or into any other entity;

(C) issue or sell any shares of its capital stock or other equity interests in or securities convertible into or exchangeable for such shares or equity interests; or sell or transfer any Assets, except for the exercise of outstanding options or convertible securities, sales of assets in the Ordinary Course of Business, other asset sales for consideration aggregating not more than \$25,00,000 in the aggregate, the issuance of up to 1,000,000 shares of Tritel Class A Voting Common Stock in acquisition transactions and the granting of stock options to purchase shares of Tritel Class A Common Stock to employees, and no more than 25% of such options being granted to employees who are in a category of senior vice president or higher, in an aggregate amount not to exceed options to purchase more than 2.6 million shares of Tritel Class A Common Stock with an exercise price not less than the average closing bid price of the Tritel Class A Common Stock for the five trading days prior to the date hereof and with a 4 year vesting schedule (with 50% vesting in equal installments over such 4 year period and 50%

vesting at the end of such 4 year period); it being understood that Tritel may amend the 1999 Tritel Stock Option Plan to permit the grants described herein.

(D) split, combine or reclassify any outstanding shares of its capital stock;

(E) declare, set aside, make or pay any dividend (other than dividends by Subsidiaries of Tritel to wholly owned Subsidiaries of Tritel or to Tritel) or other distribution, payable in stock, property or otherwise, with respect to any of its capital stock except in the Ordinary Course of Business or redeem, purchase or otherwise acquire any shares of its capital stock except the acquisition, redemption or repurchase of capital stock pursuant to existing arrangements;

(F) establish or materially increase any bonus, insurance, severance, deferred compensation, pension, retirement, profit sharing, stock option (including, without limitation, the granting of stock options, stock appreciation rights, performance awards, or restricted stock awards), stock purchase or other employee benefit plan, or otherwise increase the compensation payable or to become payable to any of its officers or key employees or those of any Subsidiary, except in the Ordinary Course of Business, as permitted under sub-clauses (C) above and (G) below or as may be required to comply with applicable law or existing contractual arrangements; (notwithstanding the foregoing, Tritel may amend its Restricted Stock Agreements (a) to fully vest all recipients thereof on or before December 31, 2002, and in the event (i) any recipient of a grant thereunder is terminated without cause, (ii) there is a diminution in the recipient's current authority, responsibilities, duties, position or title or (iii) the recipient is required to relocate more than 50 miles from Tritel's current headquarters in Jackson, Mississippi; (b) to remove the automatic repurchase provisions relating

to the change of control that would be caused by the Mergers; (c) to amend the provisions relating to the requirement to pay upon exercise; (d) to provide for a payment to the recipient of an amount necessary to offset the income and excise tax effects of the amendments and the Merger with an aggregate cost to Tritel under (i) this sub-clause (d), (ii) the proviso immediately succeeding this sub-clause (d) (of the nature described in this sub-clause (d)) and (iii) paragraph (G) of this Section 6.2(b)(iii) (of the nature described in this sub-clause (d)), not to exceed, in the aggregate, \$26,000,000; provided, however, that Tritel may amend the employment agreement of Mr. William Arnett to fully vest all restricted stock awards at the Effective Time and make other changes similar to those to be made to the Restricted Stock Agreement; and; provided, further, however, Tritel may amend the Restricted Stock Agreement of Karlen Turbeville to provide for immediate vesting of all her restricted stock awards upon a significant change in the scope of her job responsibilities (it being understood that any requirement of significant travel shall be deemed a significant change in scope of responsibilities and that employment by Tritel II and not the Holding Company shall not, per se, be a factor constituting a significant change in scope of responsibilities);

(G)enter into any employment or severance agreement with any of its employees, other than the agreements dated the date hereof with Messrs. Mounger and Martin and attached as Exhibits J-1 and J-2 hereto, or establish, adopt or enter into any collective bargaining agreement, except in the Ordinary Course of Business or as may be required by applicable law or existing contractual arrangements;

(H) acquire (including, without limitation, by merger, consolidation or acquisition of stock or assets) any corporation, partnership, limited liability company, other business organization or any division thereof for consideration in excess of \$50,000,000 in the aggregate or with capital stock other than in accordance with the exception to sub-clause (C) above or enter into any joint venture;

(I) assume, guarantee or endorse, or otherwise as an accommodation become responsible for, the obligations of any Person, or make any loans or advances, except in the Ordinary Course of Business and except in connection with transactions permitted by clause (M) below;

(J) make any capital expenditures that are not provided for in the capital expenditures budget previously provided to Tritel aggregating in excess of \$25,000,000;

(K) make a purchase commitment inconsistent with past practice or materially in excess of the normal, ordinary and usual requirements;

(L) change accounting methods, principles or practices, except insofar as may be required by a change in GAAP;

(M) incur any indebtedness for borrowed money other than (i) indebtedness incurred pursuant to credit facilities in effect on the date hereof, (ii) additional unsecured indebtedness in an aggregate amount not to exceed \$100,000,000, (iii) sale-leaseback transactions for tower facilities and (iv) indebtedness assumed pursuant to acquisition transactions permitted by clause (H) above, or mortgage or pledge any of its property or assets relating to its business or subject any such assets to any material encumbrance other than (i)

Permitted Encumbrances and (ii) in connection with indebtedness permitted to be incurred pursuant this to clause (M);

(N) sell, assign, transfer or license any Tritel Intellectual Property Rights, except in the Ordinary Course of Business;

(O) enter into, amend, terminate, take or omit to take any action that would constitute a material violation of or default under, or waive any material rights under, any Tritel Material Contract;

(P) take any action or fail to take any reasonable action permitted by this Agreement if such action or failure to take action would result in (x) any of its representations and warranties set forth in this Agreement becoming untrue in any material respect or (y) any of the conditions to the Closing set forth in Article VII of this Agreement not being satisfied;

(Q) take any action, or fail to take any action, that would prevent the Mergers and the Contribution from constituting a tax-free transaction within the meaning of Section 351 of the Code or that would cause either Merger to fail to qualify as a tax-free reorganization under Section 368(a) of the Code; or

(R) enter into or amend any contract, agreement, commitment or arrangement with respect to any matter otherwise prohibited by this Section 6.2(b).

(c) The provisions of this Section 6.2 shall be without prejudice to any approval, veto or similar rights AT&T may have with respect to any of the actions or events specified above.

VI.3 Registration Statement; Other Filings; Board Recommendations.

(a) As promptly as practicable after the execution of this Agreement, TeleCorp and Tritel will cooperate in preparing and will cause the Holding Company to, and the Holding Company shall, file with the SEC the Registration Statement, which shall include the Joint Proxy Statement. Each of TeleCorp and Tritel will respond jointly and promptly to any comments of the SEC, will use its respective reasonable best efforts to cause the Holding Company to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing, and TeleCorp and Tritel will cause the Joint Proxy Statement to be mailed to their respective stockholders at the earliest practicable time after the Registration Statement has been declared effective by the SEC. As promptly as practicable after the date of this Agreement, each of TeleCorp and Tritel will prepare and file any other documents required to be filed by it under the Exchange Act, the Securities Act or any other Federal, state, foreign or Blue Sky or related laws relating to the Mergers and the transactions contemplated by this Agreement (the "Other Filings"). No amendment or supplement to the Joint Proxy Statement or the Registration Statement will be made by TeleCorp, Tritel or the Holding Company, in the case of the Joint Proxy Statement, without the prior approval of each other party, or, in the case of the Registration Statement, without the prior approval of TeleCorp and Tritel. Each of the Holding Company, TeleCorp and Tritel will notify the other promptly upon the receipt of any comments from the SEC or its staff or any other government officials and of any request by the SEC or its staff or any other government officials for amendments or supplements to the Registration Statement, the Joint Proxy Statement or any Other Filing or for additional information and will supply the other with copies of all correspondence between such party or any of its representatives, on the one hand, and the SEC, or its staff or any other government officials, on the other hand, with respect to the Registration Statement, the Joint Proxy Statement, the Mergers or any Other Filing. Each of the Holding Company, TeleCorp and Tritel will cause all

documents that it is responsible for filing with the SEC or other regulatory authorities under this Section 6.3(a) to comply in all material respects with all applicable requirements of law and the rules and regulations promulgated thereunder. Whenever any event occurs that is required to be set forth in an amendment or supplement to the Joint Proxy Statement, the Registration Statement or any Other Filing, the Holding Company, TeleCorp, or Tritel, as the case may be, will promptly inform the other of such occurrence and cooperate in filing with the SEC or its staff or any other government officials, and/or mailing to stockholders of TeleCorp or Tritel, such amendment or supplement. Tritel and TeleCorp will cooperate with AT&T and provide AT&T a reasonable opportunity to review and comment on any public statements or filings made with any Governmental Authority; it being understood that the consent of AT&T will not be required as a condition to any such filings.

(b) The Joint Proxy Statement will include (x) the unanimous recommendation of the TeleCorp Board of Directors in favor of the adoption and approval of this Agreement and the First Merger (the “TeleCorp Proposals”) (except that, notwithstanding anything to the contrary contained in this Agreement, the TeleCorp Board may withdraw, modify or refrain from making such recommendation or recommend a Superior Proposal (as defined in Section 6.5 of this Agreement) to the extent that the TeleCorp Board of Directors determines, in good faith, after consultation with, and based upon the advice of, outside legal counsel, that such action is necessary for the TeleCorp Board of Directors to comply with its fiduciary duties to its stockholders under the DGCL) and (y) the unanimous recommendation of the Tritel Board of Directors in favor of the adoption and approval of this Agreement and the Second Merger (the “Tritel Proposals”) (except that, notwithstanding anything to the contrary contained in this Agreement, the Tritel Board of Directors may withdraw, modify or refrain from making such recommendation or recommend a Superior Proposal to the extent that the Tritel Board of

Directors determines, in good faith, after consultation with, and based upon the advice of, outside legal counsel, that such action is necessary for the Tritel Board of Directors to comply with its fiduciary duties to its stockholders under the DGCL).

VI.4 Meeting of Company Stockholders.

(a) TeleCorp shall promptly after the date hereof take all action necessary in accordance with the DGCL and its Certificate of Incorporation and By-laws to duly call, give notice of and hold the TeleCorp Stockholders' Meeting as soon as practicable following the date hereof in order to permit the consummation of the First Merger prior to the Outside Date (as defined below), for the purpose of obtaining approval of the TeleCorp Proposals. Once the TeleCorp Stockholders' Meeting has been called and noticed, TeleCorp shall not postpone or adjourn (other than for the absence of a quorum and then only to the next possible future date) the TeleCorp Stockholders' Meeting. The Board of Directors of TeleCorp has declared that this Agreement is advisable and, subject to Section 6.3(b), shall recommend that this Agreement and the transactions contemplated hereby be approved and authorized by the stockholders of TeleCorp and shall include in the Registration Statement and Proxy Statement such recommendations. The Board of Directors of TeleCorp shall submit this Agreement to the stockholders of TeleCorp, whether or not the Board of Directors of TeleCorp at any time changes, withdraws or modifies its recommendation. TeleCorp shall solicit from stockholders of TeleCorp proxies in favor of the First Merger and shall take all other action necessary or advisable to secure the vote or consent of stockholders required by the DGCL and its Certificate of Incorporation to authorize this Agreement and the First Merger, except to the extent the TeleCorp Board of Directors determines in good faith, after consultation with counsel, that doing so would cause the TeleCorp Board or Directors to breach its fiduciary duties to its stockholders under the DGCL. Without limiting the generality of the foregoing, (i) TeleCorp agrees that its

obligation to duly call, give notice of, convene and hold the TeleCorp Stockholders' Meeting as required by this Section 6.4, shall not be affected by any withdrawal, amendment or modification of the Board of Directors' recommendation of the First Merger and this Agreement, and (ii) TeleCorp agrees that its obligations under this Section 6.4 shall not be affected by the commencement, public proposal, public disclosure or communication to TeleCorp of any Acquisition Proposal.

(b) Tritel shall promptly after the date hereof take all action necessary in accordance with the DGCL and its Certificate of Incorporation and By-laws to duly call, give notice of and hold the Tritel Stockholders' Meeting as soon as practicable following the date hereof in order to permit the consummation of the Second Merger prior to the Outside Date, for the purpose of obtaining approval of the Tritel Proposals. Once the Tritel Stockholders' Meeting has been called and noticed, Tritel shall not postpone or adjourn (other than for the absence of a quorum and then only to the next possible future date) the Tritel Stockholders' Meeting. The Board of Directors of Tritel has declared that this Agreement is advisable and, subject to Section 6.3(b), shall recommend that this Agreement and the transactions contemplated hereby be approved and authorized by the stockholders of Tritel and shall include in the Registration Statement and Proxy Statement such recommendations. The Board of Directors of Tritel shall submit this Agreement to the stockholders of Tritel, whether or not the Board of Directors of Tritel at any time changes, withdraws or modifies its recommendation. Tritel shall solicit from stockholders of Tritel proxies in favor of the Second Merger and shall take all other action necessary or advisable to secure the vote or consent of stockholders required by the DGCL and its Certificate of Incorporation to authorize this Agreement and the Second Merger, except to the extent the Tritel Board of Directors determines in good faith, after consultation with counsel, that doing so would cause the Tritel Board of Directors to breach its fiduciary duties to its

stockholders under the DGCL. Without limiting the generality of the foregoing, (i) Tritel agrees that its obligation to duly call, give notice of, convene and hold the Tritel Stockholders' Meeting as required by this Section 6.4, shall not be affected by any withdrawal, amendment or modification of the Board of Directors' recommendation of the Second Merger and this Agreement, and (ii) Tritel agrees that its obligations under this Section 6.4 shall not be affected by the commencement, public proposal, public disclosure or communication to Tritel any Acquisition Proposal.

VI.5 Non-Solicitation.

(a) From and after the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement in accordance with Article VIII, neither TeleCorp nor Tritel shall, nor shall they permit any of their Subsidiaries to, nor shall they authorize or permit any of their respective officers, directors or employees to, and shall use their commercially reasonable efforts to cause any investment banker, financial advisor, attorney, accountant, or other representatives retained by them or any of their respective Subsidiaries not to, directly or indirectly, through any other Person, (i) solicit, initiate or encourage (including by way of furnishing information) any proposals that constitute, or could reasonably be expected to result in, a proposal or offer for an Acquisition Proposal, or (ii) engage in negotiations or discussions concerning, or provide any non-public information regarding TeleCorp or Tritel, as applicable, to any person or entity relating to, any Acquisition Proposal, or (iii) agree to, approve or recommend to its stockholders any Acquisition Proposal; provided, however, that nothing contained in this Agreement shall prevent TeleCorp or its Board of Directors or Tritel or its Board of Directors, as the case may be, from (A) furnishing non-public information to, or entering into discussions with, any person or entity in connection with an unsolicited bona fide written Acquisition Proposal by such person or entity (including a new and unsolicited

Acquisition Proposal received by TeleCorp or Tritel after the execution of this Agreement from a person or entity whose initial contact with TeleCorp or Tritel may have been solicited by TeleCorp or Tritel, respectively, prior to the execution of this Agreement) if and only to the extent that (1) the Board of Directors of TeleCorp or the Board of Directors of Tritel, as the case may be, believes in good faith (after consultation with its financial advisors) that such Acquisition Proposal would, if consummated, result in a transaction more favorable to TeleCorp stockholders or Tritel stockholders, respectively, from a financial point of view than the transactions contemplated by this Agreement (any such more favorable Acquisition Proposal being referred to in this Agreement as a "Superior Proposal") and the Board of Directors of TeleCorp or the Board of Directors of Tritel determines in good faith after consultation with its outside legal counsel that such action could be reasonably deemed necessary for the Board of Directors of TeleCorp or the Board of Directors of Tritel, as the case may be, to comply with its fiduciary duties to its stockholders under applicable law and (2) prior to furnishing such non-public information to, or entering into discussions or negotiations with, such Person or entity, such Board of Directors receives from such Person or entity an executed non-disclosure agreement with terms no less favorable to such party than those contained in the Confidentiality Agreement, (B) complying with Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act, with regard to an Acquisition Proposal or (C) making any disclosure to its stockholders if, in the good faith judgment of the Board of Directors of such party, after receipt of advice from outside counsel, failure to disclose would result in a reasonable likelihood that such Board of Directors would breach its duties to such party's stockholders under applicable law. Each of TeleCorp and Tritel shall promptly notify the other party and AT&T orally and in writing of any request for information or of any proposal in connection with an Acquisition Proposal, the material terms and conditions of such request or proposal and the identity of the person making such request or

proposal. Each of TeleCorp and Tritel will keep the other party and AT&T reasonably informed of the status (including amendments or proposed amendments) of such request or proposal on a current basis. Each of TeleCorp and Tritel shall immediately cease and terminate any existing solicitation, initiation, encouragement activity, discussion or negotiation with any persons conducted heretofore by them or their representatives with respect to the foregoing.

(b) Each of TeleCorp and Tritel (i) agrees not to release any Third Party (as defined below) from, or waive any provision of, or fail to enforce, any standstill agreement or similar agreement to which it is a party related to, or which could affect, an Acquisition Proposal and (ii) acknowledges that the provisions of clause (i) are an important and integral part of this Agreement.

(c) For purposes of this Agreement, "Acquisition Proposal" means a proposal or intended proposal, regarding any of (i) a transaction or series of transactions pursuant to which any Person (or group of Persons) other than any party hereto ("Party") and its Subsidiaries (a "Third Party") acquires or would acquire, directly or indirectly, beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of more than twenty percent (20%) of the outstanding shares of TeleCorp or Tritel, as the case may be, whether from TeleCorp or Tritel, as the case may be, or pursuant to a tender offer or exchange offer or otherwise, (ii) any acquisition or proposed acquisition of, or business combination with TeleCorp or Tritel, as applicable, by a merger or other business combination (including any so-called "merger-of-equals" and whether or not TeleCorp or Tritel, as the case may be, is the entity surviving any such merger or business combination), or (iii) any other transaction pursuant to which any Third Party acquires or would acquire, directly or indirectly, control of assets (including for this purpose the outstanding equity securities of Subsidiaries of TeleCorp or Tritel, as the case may be, and any entity surviving the merger or business combination including any of them) of TeleCorp or Tritel, as the case may be,

for consideration equal to twenty percent (20%) or more of the fair market value of all of the outstanding shares of TeleCorp or twenty percent (20%) or more of the fair market value of all of the outstanding shares of Tritel, as the case may be, on the date of this Agreement.

VI.6 Subsequent Financial Statements. Prior to the Effective Time, each of TeleCorp or Tritel will timely file with the SEC, each Annual Report on Form 10-K, Quarterly Report on Form 10-Q and Current Report on Form 8-K required to be filed by such Party under the Exchange Act and the rules and regulations promulgated thereunder and will promptly deliver to the other copies of each such report filed with the SEC. As of their respective dates, none of such reports shall contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The respective audited financial statements and unaudited interim financial statements of each of TeleCorp or Tritel, as the case may be, included in such reports will fairly present the financial position of such Party and its Subsidiaries as at the dates thereof and the results of their operations and cash flows for the periods then ended in accordance with GAAP applied on a consistent basis and, subject, in the case of unaudited interim financial statements, to normal year-end adjustments and any other adjustments described therein.

VI.7 Nasdaq National Market Listing. TeleCorp and Tritel agree to cooperate to have the shares of Class A Voting Common Stock issuable in connection with the Mergers approved for quotation on the Nasdaq National Market System subject only to official notice of issuance.

VI.8 Comfort Letters. TeleCorp shall use its reasonable best efforts to cause PricewaterhouseCoopers LLP, certified public accountants to TeleCorp, to provide a letter reasonably acceptable to Tritel, relating to their review of the financial statements relating to

TeleCorp contained in or incorporated by reference in the Registration Statement. Tritel shall use its reasonable best efforts to cause KPMG Peat Marwick, certified public accountants to Tritel, to provide a letter reasonably acceptable to TeleCorp, relating to their review of the financial statements relating to Tritel contained in or incorporated by reference in the Registration Statement.

VI.9 Further Actions.

(a) Subject to the terms and conditions hereof, TeleCorp, Tritel and AT&T agree to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and the Related Agreements, including, without limitation, using all reasonable best efforts: (i) to obtain prior to the Closing Date all licenses, certificates, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and any other Person, including Persons who are parties to contracts with TeleCorp or any of its Subsidiaries, Tritel or any of its Subsidiaries or AT&T or any of its Subsidiaries as are necessary for the consummation of the transactions contemplated hereby or thereby, including, without limitation, such consents and approvals as may be required under the Communications Act, the HSR Act and any similar Federal, state or foreign legislation; (ii) to effect all necessary registrations and filings; and (iii) to furnish to each other such information and assistance as reasonably may be requested in connection with the foregoing. Each of TeleCorp, Tritel and AT&T shall cooperate fully with each other to the extent reasonably required to obtain such consents. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) without the prior written consent of TeleCorp, Tritel will not incur aggregate out-of-pocket costs (not including legal fees) in excess of the amount specified in Schedule 6.9 to obtain third party consents and approvals (other than governmental consents and approvals) to consummate the

Mergers and (ii) AT&T shall not be required to expend any significant moneys or make any other concessions to third parties to obtain any consents or approvals required under this Agreement and the Related Agreements.

(b) Tritel, TeleCorp and AT&T shall make all filings which may be required by each of them in connection with the consummation of the transactions contemplated hereby under the HSR Act and any similar Federal, state or foreign legislation no later than March 31, 2000.

(c) TeleCorp, Tritel and AT&T shall each use their reasonable best efforts to resolve any competitive issues relating to or arising under the HSR Act or any other Federal, state or foreign antitrust or fair trade law raised by any Governmental Entity in connection with the transactions contemplated by this Agreement or the Related Agreements. If such offers are not accepted by such Governmental entity, TeleCorp (with Tritel's cooperation) shall pursue all litigation resulting from such issues. The parties hereto will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto in connection with proceedings under or relating to the HSR Act or any other Federal, state or foreign antitrust or fair trade law. In the event of a challenge to the transaction contemplated by this Agreement pursuant to the HSR Act, the parties hereto shall use their reasonable best efforts to defeat such challenge, including by institution and defense of litigation, or to settle such challenge on terms that permit the consummation of the Mergers and the Contribution; provided, however, that nothing herein shall require either party to agree to divest or hold separate any portion of its business or otherwise take action that could reasonably be expected to impair the ability of (i) the Holding Company, to own and operate the respective businesses of TeleCorp and Tritel after the Closing or (ii) AT&T, to own the Shares

after the Closing, or (iii) TeleCorp, Tritel or AT&T, as the case may be, to own and operate their respective business if the transactions contemplated hereby are not consummated, in either case, in substantially the same manner as operated immediately prior to the date hereof or impair the ability of the Holding Company to own and operate the Contributed Property as contemplated by this Agreement. Without limiting the foregoing, in the event that either the Federal Trade Commission or the Antitrust Division of the United Department of Justice should issue a Request for Additional Information or Documentary Material under 17 C.F.R. §803.20 (a “Second Request”), then TeleCorp, Tritel and, if applicable, AT&T each agree to use their reasonable best efforts to respond fully to such Second Request within 20 days after its receipt and shall promptly make any further filings or information submissions and use its reasonable efforts to make any employee available for interview or testimony pursuant to the foregoing (both before and after any Second Request) whose interview or testimony may be necessary, proper or advisable.

VI.10 Notification. Each party shall promptly notify the other parties of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or the Related Agreements;

(b) any material notice or other communication from any Governmental Entity in connection with the transactions contemplated by this Agreement or the Related Agreements; and

(c) any action suit, claim, investigation or proceeding commenced or, to its knowledge, threatened against or otherwise affecting such notifying party, which relates to the consummation of the transactions contemplated by this Agreement or the Related Agreements.

VI.11 Notice of Breaches; Updates.

(a) TeleCorp shall promptly deliver to Tritel and AT&T written notice of any event or development that would (i) render any statement, representation or warranty of TeleCorp in this Agreement or the Related Agreements (including the TeleCorp Disclosure Schedule) inaccurate or incomplete in any material respect or (ii) constitute or result in a breach by TeleCorp of, or a failure by TeleCorp or any Subsidiary of TeleCorp to comply with, any agreement or covenant in this Agreement or the Related Agreements applicable to it. No such disclosure shall be deemed to avoid or cure any such misrepresentation or breach.

(b) Tritel shall promptly deliver to TeleCorp and AT&T written notice of any event or development that would (i) render any statement, representation or warranty of the Tritel in this Agreement or the Related Agreements (including the Tritel Disclosure Schedule) inaccurate or incomplete in any material respect or (ii) constitute or result in a breach by the Tritel or a failure by Tritel or any Subsidiary of Tritel to comply with, any agreement or covenant in this Agreement or the Related Agreements applicable to it. No such disclosure shall be deemed to avoid or cure any such misrepresentation or breach.

(c) AT&T shall promptly deliver to Tritel and TeleCorp written notice of any event or development that would (i) render any statement, representation or warranty of AT&T in this Agreement or the Related Agreements inaccurate or incomplete in any material respect or (ii) constitute or result in a breach by AT&T of, or a failure by AT&T or any Subsidiary to comply with, any agreement or covenant in this Agreement or the Related Agreements applicable to it. No such disclosure shall be deemed to avoid or cure any such misrepresentation or breach.

VI.12 No Inconsistent Action. Subject to the provisions of Sections 6.4 or 6.5, neither TeleCorp, Tritel nor AT&T shall take any action inconsistent with their obligations under

this Agreement or any of the Related Agreements or which could materially hinder or delay the consummation of the transactions contemplated by this Agreement.

VI.13 Commercially Reasonable Efforts. Each of TeleCorp and Tritel shall use its commercially reasonable efforts to obtain the opinions referred to in Section 7.1(g).

VI.14 Affiliates. Each of TeleCorp and Tritel, as applicable (i) has disclosed to the other on Schedule 6.14 hereof all persons who are, or may be, as of the date hereof its “affiliates” for purposes of Rule 145 under the Securities Act, and (ii) shall use all commercially reasonable efforts to cause each person who is identified as its “affiliate” on Schedule 6.14 to deliver to the Holding Company as promptly as practicable but in no event later than the Closing Date, a signed agreement substantially in the form attached hereto as Exhibit J. Each of TeleCorp and Tritel shall notify the other from time to time of any other persons who then are, or may be, such an “affiliate” and use all commercially reasonable efforts to cause each additional person who is identified as an “affiliate” to execute a signed agreement as set forth in this Section 6.14.

VI.15 Blue Sky. TeleCorp, Tritel and the Holding Company will use their commercially reasonable efforts to obtain prior to the Effective Time all necessary state securities or “blue sky” Permits and approvals required to permit the distribution of the shares of the Holding Company to be issued in accordance with the provisions of this Agreement.

VI.16 Tax-Free Exchange. Each of the Parties will use its commercially reasonable efforts, and each agrees to cooperate with the other Parties and provide one another with such documentation, information and materials, as may be reasonably necessary, proper or advisable, to cause the transactions to be effected pursuant to this Agreement to qualify for U.S. Federal income tax purposes as a tax-free transaction or series of transactions, reorganizations or contributions, as the case may be.

VI.17 AT&T Actions.

(a) AT&T will use commercially reasonable efforts to obtain all necessary corporate approvals for the Contribution.

(b) AT&T hereby waives all rights it may have to object to, and otherwise consents to, the transactions expressly described in this Agreement, including but not limited to any rights it has pursuant to Section 7.4 of the Stockholders Agreement by and among AT&T, TeleCorp and the Management Stockholders and Cash Equity Investors described therein dated as of July 17, 1998, as amended, (the "Waiver").

(c) AT&T will cooperate after a reasonable request by TeleCorp in exercising any rights AT&T may have under the Airadigm Purchase Agreement or the Indus Merger Agreement.

(d) From and after the Effective Time and/or the Contribution, AT&T shall take all such further action as TeleCorp or the Holding Company shall reasonably request to effectuate, or in furtherance of, the provisions of this Agreement and the Related Agreements.

VI.18 Transition Committee. Commencing on the date when the condition contained in Section 7.1(h) is first satisfied, all consents sought with regard to Sections 6.1 or 6.2 shall be submitted to a transition committee (the "Transition Committee") comprised of Jerry Vento, Thomas H. Sullivan, E.B. Martin, Jr., William H. Mounger, II, Andrew Hubregsen, Michael H. Hannon and Scott Anderson for a recommendation as to the advisability of such consent, which recommendation shall be presented, together with the request for a consent pursuant to Section 6.1 or 6.2, to TeleCorp or Tritel, as appropriate.

VI.19 Employee Benefit Matters. Following the Effective Time, the Holding Company shall provide to officers and employees of Tritel and its Subsidiaries employee benefits under employee benefit plans on terms and conditions which are substantially similar in the

aggregate to those provided by Tritel and its Subsidiaries to their officers and employees prior to the Effective Time but in no event less favorable than those provided to similarly situated officers and employees of TeleCorp prior to the Effective Time. With respect to any benefits plans of the Holding Company or its Subsidiaries in which the officers and employees of the Tritel and its Subsidiaries participate after the Effective Time, the Holding Company shall: (i) waive any limitations as to pre-existing conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to such officers and employees under any welfare benefit plan in which such employees may be eligible to participate after the Effective Time (provided, however, that no such waiver shall apply to a pre-existing condition of any such officer or employee who was, as of the Effective Time, excluded from participation in a Tritel benefit plan by nature of such pre-existing condition), (ii) provide each such officer and employee with credit for any co-payments and deductibles paid prior to the Effective Time during the year in which the Effective Time occurs in satisfying any applicable deductible or out-of-pocket requirements under any welfare benefit plan in which such employees may be eligible to participate after the Effective Time, and (iii) recognize all service of such officers and employees with Tritel and its Subsidiaries (and their respective predecessors) for all purposes (including without limitation purposes of eligibility to participate, vesting credit, entitlement for benefits, and benefit accrual) in any benefit plan in which such employees may be eligible to participate after the Effective Time, except to the extent such treatment would result in duplicative accrual of benefits for the same period of service.

VI.20 Novation of Affiliation Agreements. Prior to but effective as of the Effective Time, AT&T, the Holding Company and, as appropriate, their respective Affiliates shall enter into (i) a Network Membership License Agreement in the form of Exhibit K-1 hereto,

(ii) an Inter-carrier Roamer Service Agreement in the form of Exhibit K-2 hereto and (iii) a Roaming Administration Agreement in the form of Exhibit K-3 hereto.

VI.21 Indemnity for Indus and Airadigm Liabilities. Each of TeleCorp and the Holding Company agrees to indemnify AT&T and its Affiliates and hold each of them harmless against any liabilities retained by or asserted against any of them in respect of Indus or Airadigm or the agreements they entered into in connection with securing the rights to acquire Indus or Airadigm (and any costs or losses incurred in connection therewith).

ARTICLE VII

CLOSING CONDITIONS

VII.1 Conditions to Obligations of TeleCorp and Tritel to Effect the Mergers.

The respective obligations of TeleCorp and Tritel to effect the Mergers shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions:

(a) Stockholder Approval of TeleCorp. The TeleCorp Proposals shall each have been duly approved by the requisite vote under applicable law and the rules of the National Association of Securities Dealers, Inc. by the stockholders of TeleCorp.

(b) Stockholder Approval of Tritel. The Tritel Proposals shall each have been duly approved by the requisite vote under applicable law and the rules of the National Association of Securities Dealers, Inc. by the stockholders of Tritel.

(c) TeleCorp Consents. TeleCorp shall have obtained the consent or approval of any Person (other than a Governmental Authority) whose consent or approval shall be required under any agreement or instrument in order to permit the consummation of the transactions contemplated hereby (other than the Contribution) except those which the failure to obtain would